

## **GRANT OF ACCESS EASEMENT AND RELEASE**

It is hereby agreed that West Creek Preservation Committee, hereinafter called Grantor, for the sum of \$20,000.00 and other valuable consideration paid by the City of Parma, hereinafter called Grantee, does grant, sell and convey unto Grantee a perpetual easement and right-of-way upon and across the following described property of the Grantor.

The right-of-way, easement, rights, and privileges herein granted shall be used for the purpose of providing ingress and egress and park vehicles and equipment in order to service the pump station and its appurtenances. The Access Easement shall be 50 feet in width measured from the property line as shown in Exhibit A.

The Access Easement is situated entirely upon Permanent Parcel Number 452-10-001 and begins along the northerly right-of-way line of Dentzler Road (60 feet) and includes the full width of said parcel.

Said Access Easement then extends northerly along both side property lines of said parcel, a distance of 50 feet, which is parallel to and from the northerly right-of-way line of Dentzler Road.

This Access Easement constitutes a real property interest immediately vested in the Grantee.

The Grantee, or its duly authorized representative, or its heirs, may enter the Access Easement at any time on any day.

This Access Easement constitutes an easement appurtenant. The easement, rights, and privileges shall be perpetual. Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same and any part thereof.

Grantor retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee.

The Grantor or the Grantor's personal representatives, heirs, successors and assigns shall pay all taxes and special assessments validly assessed and levied against the Access Easement, including any such taxes validly levied and assessed against the Access Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Access Easement, and does hereby indemnify

and hold the grantee harmless therefrom except from liabilities caused by the negligence and/or recklessness of Grantee/ Grantee's agents and/or Grantee's invitees.

The Grantee shall have the right to transfer this perpetual Access Easement to any organization which is eligible to hold an Access Easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Access Easement.

This Access Easement will be filed and recorded with the Cuyahoga County Records Office by the Grantee.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this Access Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in the property. Furthermore, Grantor agrees that if a new plat plan is being done for the property, the Access Easement will be referred to on the registered plat plan.

In any future concerns about the Access Easement boundaries arise and cannot be resolved between the Grantor and the Grantee, the Grantor will survey, or cause to be surveyed, the Access Easement. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. This property survey will be paid for in full by the party. The costs shall be evenly divided between Grantor and Grantee in the event both parties are incorrect with respect to the boundaries.

This Access Easement agreement shall be governed by the laws of the State of Ohio. If any provision herein is found to be invalid, the remainder of the provisions of this Access Easement shall not be affected thereby. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of this Access Easement.

The parties may execute this Access Easement and Release Agreement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by the Grantee shall be controlling.

## RELEASE

Grantor hereby consents to allow the pump station currently located adjacent to the above-described property to remain in its present location. Grantor hereby waives any claims, potential claims, causes of action it may have regarding the pump station.

GRANTOR: WEST CREEK  
PRESERVATION COMMITTEE

GRANTEE: THE CITY OF PARMA,  
OHIO

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

PLAT OF PARTITION  
OF P.P. No 452-10-1  
IN THE CITY OF BARBAM COUNTY OF DISTRICTS S

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL PARMA TOWNSHIP LOT NO 14 ELY TRACT.

DISTANCES SHOWN HEREON ARE EXPRESSED  
IN FEET AND DECIMAL PARTS THEREOF.  
IRON PINS OR MONUMENTS WERE FOUND OR  
AS INDICATED

BY ... JIM W. WENGER  
256 SURVEYOR NO. 4533

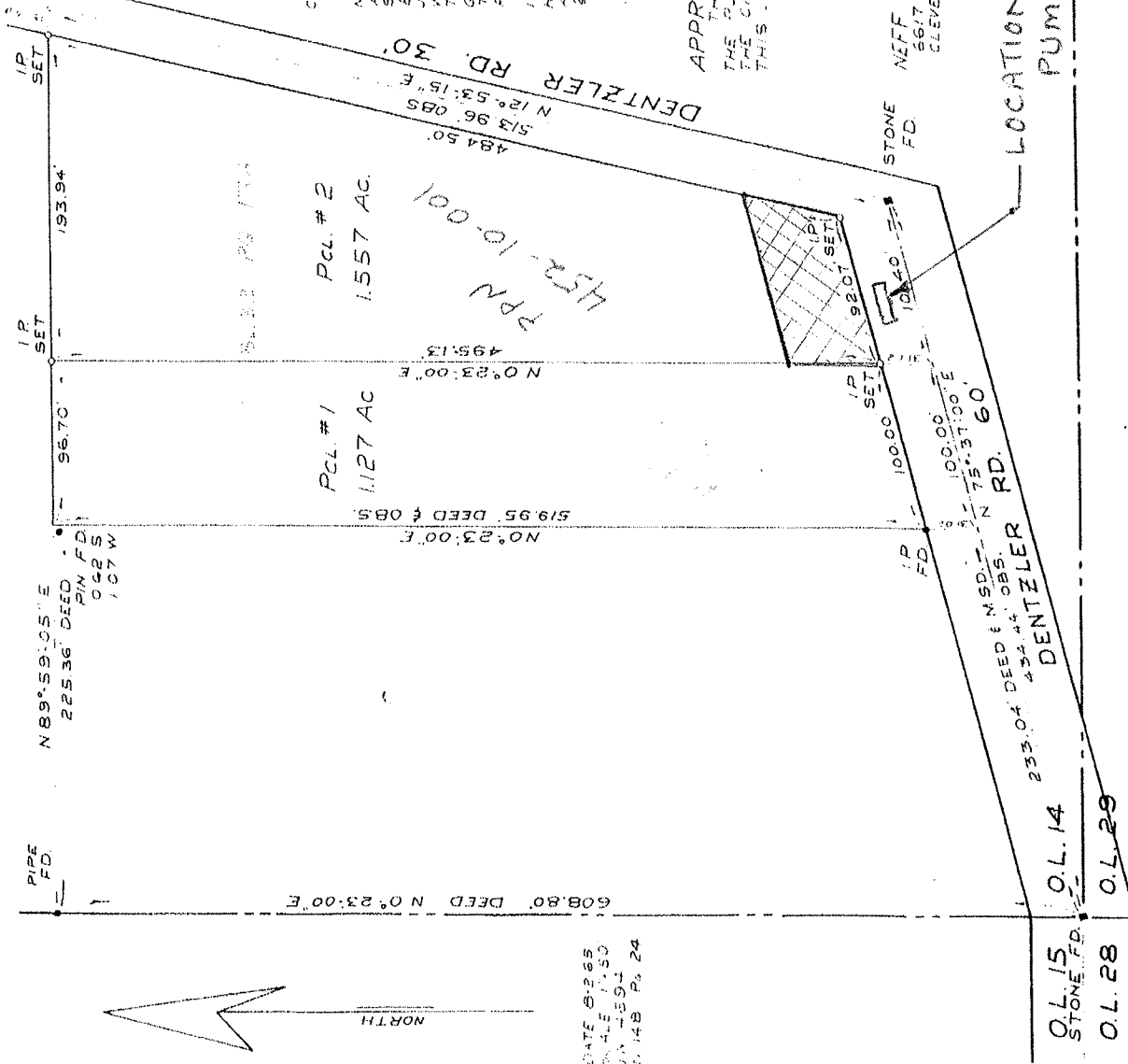
NORTH

SOUTH



SCALE 1" = 100'

# ACCESS EASEMENT



ACCEPTANCE:  
WE THE UNDERSIGNED  
OWNERS OF THE LAND  
SHOWING ON THIS PLAT DO  
HEREBY ACCEPT THIS  
PLAT AND SUBDIVISION  
OF SAME.

John. W. Child  
Attended Vespers.

COUNTY OF CUMBERLAND ss  
STATE OF OHIO

STATE OF OHIO  
BEFORE  
ME A NOTARY PUBLIC IN  
AND FOR SAID COUNTY, AND  
STATE PERSONALLY APPEAR-  
ED THE ABOVE SIGNED,  
JOHN AND ANTONIA KRYSA,  
WHO ACKNOWLEDGED THAT  
THEY DID SIGN THE FORE-  
GOING INSTRUMENT AND  
THAT SUCH WAS THEIR  
ACT AND DEED  
FREE IN WITNESS THEREOF  
I HAVE HERUNTO SET MY  
HAND AND OFFICIAL SEAL  
AT CLEVELAND OHIO THIS  
27 DAY OF AUGUST - 1965

APPROVAL: THIS PLAT APPROVED BY  
THE PLANNING COMMISSION OF  
THE CITY OF PAMUNONG  
THIS 19 DAY OF September 1965

SECRET  
George Allen

NEFF & ASSOCIATES  
6617 PEARL RD  
CLEVELAND OHIO 44130

LOCATION OF EXISTING PUMP STATION	PROPOSED PUMP STATION
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
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